

AUG. 25. 2003 2:46PM

MACPHERSON KWOK CHEN

NO. 275 P. 1/23

Revocation

1762 Technology Drive  
Suite 226  
San Jose, CA 95120  
Tel. 408-392-9250  
Fax 408-392-9262

2402 Michelson Drive  
Suite 210  
Irvine, CA 92612  
Tel. (949) 752-7040  
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# MacPherson Kwok Chen & Heid LLP

He/Rev  
+ PIA  
He-04  
OK

## FACSIMILE COVER

Date:	August 25, 2003		
To:	Office of Initial Patent Examination	Fax Telephone #:	(703) 746-9195
From:	Theodore P. Lopez	Date Sent:	August 25, 2003
Subject:	Submission of Power of Attorney by Assignee for Application Serial No. 09/457,104	Time Sent:	
Client/File:	M-8535 US	Fax Operator:	Adriane Gibetson

This transmittal consists of 23 total page(s), including this cover sheet.

### Message:

If you do not receive all pages, please call (949) 752-7040

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Received from <9497527049> at 8/25/03 6:01:59 PM [Eastern Daylight Time]

**MacPherson Kwok Chen & Heid LLP**

1762 Technology Drive, Suite 226

San Jose, CA 95110

Tel. (408) 392-9250

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Irvine, CA 92612

Tel. (949) 752-7040

Fax (949) 752-7049

Email: mailbox@macpherson-kwok.com

www.macpherson-kwok.com

August 25, 2003

Commissioner For Patents  
Alexandria, VA 22313-1450

Re: Applicant(s): Ian Redmond; Bernard Bell; David L. Blankenbeckler;  
Michael F. Braitberg; Robert D. Freeman  
Assignee: DPHI Acquisitions, Inc.  
Title: Low Profile Optical Head  
Serial No.: 09/457,104 Filed: 12/7/1999  
Examiner: Unassigned Group Art Unit: 2653  
Docket No.: M-8535 US

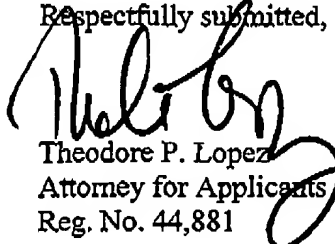
Dear Sir:

Transmitted herewith are the following documents in the above-identified application:

- (1) This Transmittal Letter;
- (2) Power of Attorney By Assignee Of Entire Interest (2 pages);
- (3) Exhibit A: Copy of Recordation of Assignment Document (7 pages);
- (4) Exhibit B: Copy of Name Change Document (2 pages);
- (5) Exhibit C: Copy of Recordation of Assignment Document (4 pages); and
- (6) Exhibit D: Copy of Assignment from Silicon Valley Bank et al. to DPHI Acquisitions, Inc. (6 pages).

☒ Also, charge any additional fees required and credit any overpayment to our Deposit Account No. 50-2257

Respectfully submitted,



Theodore P. Lopez  
Attorney for Applicants  
Reg. No. 44,881

I hereby certify that this correspondence is being transmitted via facsimile to telephone number (703)746-9195 addressed to: Office of Initial Patent Examination, Commissioner for Patents, Washington, D.C. 20231, on August 25, 2003.



Adrian Gibson

8/25/03  
Date of Signature

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Applicant(s):** Ian Redmond; Bernard Bell; David L. Blakenbeckler; Michael F. Braitberg; Robert D. Freeman

**Assignee:** DPHI Acquisitions, Inc.

**Title:** Low Profile Optical Head

**Serial No.:** 09/457,104

**Filing Date:** December 7, 1999

**Examiner:** Unassigned

**Group Art Unit:** 2653

**Docket No.:** M-8535 US  
DP08

COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, VA 22313-1450

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

**Customer No. 32605**

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez  
MacPherson Kwok Chen & Heid LLP  
1762 Technology Drive, Suite 226  
San Jose, CA 95110  
Phone: (949) 752-7040  
Fax: (408) 392-9250

***ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)***

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Ian Redmond To: DataPlay.Com
2. From: Michael F. Braitberg To: DataPlay.Com
3. From: Bernard Bell To: DataPlay.Com
4. From: Robert D. Freeman To: DataPlay.Com
5. From: David L. Blankenbeckler To: DataPlay.Com

The document was recorded in the United States Patent and Trademark Office at Reel 010716 Frame 0705. A copy of the document is attached.

6. From: DataPlay.Com To: DataPlay, Inc.

A copy of the Change of Name document being attached hereto.

7. From: DataPlay, Inc. To: Silicon Valley Bank

A copy of the assignment document being attached hereto.

8. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: August 12, 2003

DPHI Acquisitions, Inc.

By: William J. Almon, Jr.

(Signature)

Name: William J. Almon, Jr.

Title: President & CEO

AUG. 25. 2003 2:47PM

MACPHERSON KWOK CHEN

NO. 275. P. 5/23

4154.4

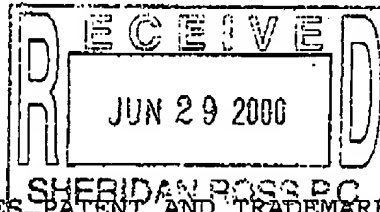


UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JUNE 21, 2000

PTAS

SHERIDAN ROSS  
RICHARD L. HUGHES  
1560 BROADWAY, SUITE 1200  
DENVER, CO 80202-5141



\*101333118A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/27/2000

REEL/FRAME: 010716/0705  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

REDMON, IAN

DOC DATE: 03/14/2000

ASSIGNOR:

BRAITBERG, MICHAEL F.

DOC DATE: 03/14/2000

ASSIGNOR:

BELL, BERNARD

DOC DATE: 03/14/2000

ASSIGNOR:

FREEMAN, ROBERT D.

DOC DATE: 03/14/2000

ASSIGNOR:

BLANKENBECKLEN, DAVID L

DOC DATE: 03/14/2000

ASSIGNEE:

DATAPLAY.COM  
6200 LOOKOUT ROAD  
BOULDER, COLORADO 80301

AUG. 25. 2003 2:48PM

MACPHERSON KWOK CHEN

NO. 275 P. 6/23

010716/0705 PAGE 2

SERIAL NUMBER: 09457104  
PATENT NUMBER:

FILING DATE: 12/07/1999  
ISSUE DATE:

RHONDA NICOL, SUPERVISOR  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

MRD 3.27.00

04-25-2000

Attorney Docket No. 4154-9

FORM PTO-1595  
(Rev. 6-93)U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101333118

ments or copy thereof.

## 1. Name of conveying party(ies):

Ian Redmond  
Bernard BellMichael F. Braitberg  
Robert D. Freeman

David L. Blankenbeckler

## 2. Name and address of receiving party(ies):

Name: DataPlay.com

Internal Address: 6200 Lookout Road

Street Address: 6200 Lookout Road

City: Boulder State: Colorado ZIP: 80301

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:Additional name(s) & address(es) attached: ? ☐ Yes ☒ No

Execution Date: March 14, 2000

## 4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s). 09/457,104

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard L. Hughes  
SHERIDAN ROSS  
Suite 1200  
1560 Broadway  
Denver, CO 80202-5141

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41):

☒ Enclosed☐ Charge fee to deposit account☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

## 8. Deposit Account No.: 19-1970

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard L. Hughes

Name of Person Signing

Signature

Reg. No. 31,264

Date

Total number of pages including cover sheet, attachments and document: 5

10. Change Correspondence Address to that of Part 5? ☐ Yes ☐ No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D. C. 20231

04/24/2000 TTGN11 00000406 09457104

01 FC:581

40.00 BP

## ASSIGNMENT

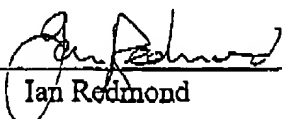
WHEREAS, we, Ian Redmond of 2065 Floral Drive, Boulder, Colorado 80304; Bernard Bell of 9920 Phillips Road, Lafayette, Colorado 80026; David L. Blankenbeckler of 2141 Ridgeview Way, Longmont, Colorado 80501; Michael F. Braitberg of 440 Broken Fence Road, Boulder, Colorado 80302; and Robert D. Freeman of 4747 Anne Place, Erie, CO 80516, have invented a certain new and useful invention entitled LOW PROFILE OPTICAL HEAD, for which an application for Letters Patent of the United States has been prepared for filing, said application being identified as Attorney File No. 4154-9 and executed on even date herewith;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, DataPlay.com, a Delaware corporation having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than DataPlay.com and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

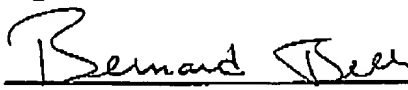
The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to DataPlay.com, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 3/14/00

By:   
Ian Redmond

Date: 3-14-00

By:   
Bernard Bell



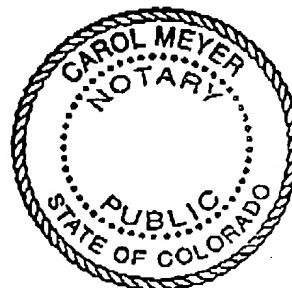
Date: 3/14/00By: *David L. Blankenbeckler*  
David L. BlankenbecklerDate: 3/14/00By: *Michael F. Braitberg*  
Michael F. BraitbergDate: 3/14/00By: *Robert D. Freeman*  
Robert D. FreemanSTATE OF Colorado )  
COUNTY OF Boulder ) ss.

Before me, a Notary Public in and for said County and State, personally appeared Ian Redmond, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

*Carol Meyer*  
Notary Public

My Commission Expires: 7-29-02



2-

My Commission Expires 07/29/2002

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

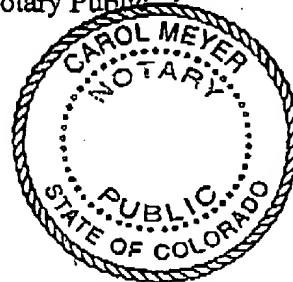
Before me, a Notary Public in and for said County and State, personally appeared Bernard Bell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer  
Notary Public

My Commission Expires: 7-29-02

STATE OF Colorado )  
COUNTY OF Boulder ) ss.



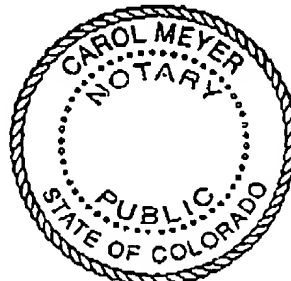
My Commission Expires 07/29/2002

Before me, a Notary Public in and for said County and State, personally appeared David L. Blankenbeckler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer  
Notary Public

My Commission Expires: 7-29-02



My Commission Expires 07/29/2002

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

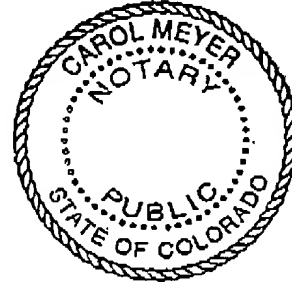
Before me, a Notary Public in and for said County and State, personally appeared Michael F. Braitberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer

Notary Public

My Commission Expires: 7-29-02



My Commission Expires 07/29/2002

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

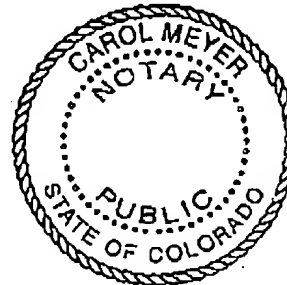
Before me, a Notary Public in and for said County and State, personally appeared Robert D. Freeman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer

Notary Public

My Commission Expires: 7-29-02



My Commission Expires 07/29/2002

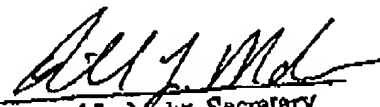


State of Delaware  
Certificate of Amendment of  
Restated Certificate of Incorporation of  
DataPlay.com, Inc.

It is hereby certified that:

- First: The name of the corporation (hereinafter called the "corporation") is DataPlay.com, Inc.
- Second: Article I of the Certificate of Incorporation is hereby amended by striking out Article I thereof and substituting in lieu of said Article the following new Article I:
- "I
- The name of this corporation is DataPlay, Inc."
- Third: The foregoing amendment to the Restated Certificate of Incorporation of the corporation has been duly adopted by the directors and stockholders of the corporation in accordance with provisions of Sections 141, 228, and 242 of the General Corporation Law of the State of Delaware.
- Fourth: The capital of said corporation shall not be reduced under or by reason of said amendment.

Signed on March 15, 2000.

  
Richard L. Mohr, Secretary

UNANIMOUS WRITTEN CONSENT, Exhibit A - 3-1-00  
2/25/00

AUG. 25. 2003 2:50PM

MACPHERSON KWOK CHEN

NO. 275 P. 13/23

03/21/2003 03:35

3034445120

DPHI ACQUISITIONS

PAGE 03

PAGE 1

*State of Delaware*  
*Office of the Secretary of State*

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DATAFLAY.COM, INC.", CHANGING ITS NAME FROM "DATAFLAY.COM, INC." TO "DATAFLAY, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2955273 8200

001130344

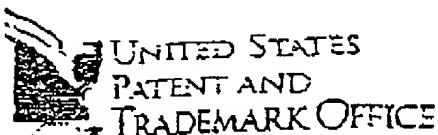
*Edward J. Freel*  
Edward J. Freel, Secretary of State

0326491

AUTHENTICATION:

03-21-00

DATE:



ARCH 20. 2002

PTAS

 Chief Information Officer  
 Washington, DC 20231  
 www.uspto.gov

 SILICON VALLEY BANK  
 SHANNON HUBBARD  
 LOAN DOCUMENTATION HA155  
 3003 TASMAN DR.  
 SANTA CLARA, CA 95054


\*101971997A\*

 UNITED STATES PATENT AND TRADEMARK OFFICE  
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/29/2002

 REEL/FRAME: 012493/0423  
 NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

 ASSIGNOR:  
 DATAPLAY, INC.

DOC DATE: 12/20/2001

 ASSIGNEE:  
 SILICON VALLEY BANK  
 3003 TASMAN DR.  
 LOAN DOCUMENTATION HA155  
 SANTA CLARA, CALIFORNIA 95054

 SERIAL NUMBER: 09315393  
 PATENT NUMBER:

 FILING DATE: 05/20/1999  
 ISSUE DATE:

 SERIAL NUMBER: 09753356  
 PATENT NUMBER:

 FILING DATE: 03/15/2001  
 ISSUE DATE:

 SERIAL NUMBER: 09753109  
 PATENT NUMBER:

 FILING DATE: 12/29/2000  
 ISSUE DATE:

 SERIAL NUMBER: 09527982  
 PATENT NUMBER:

 FILING DATE: 03/17/2000  
 ISSUE DATE:

20069159

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002433/0420 PAGE 2

SERIAL NUMBER: 09721587  
PATENT NUMBER:✓ FILING DATE: 12/21/2000 M-8531-1D  
ISSUE DATE:SERIAL NUMBER: 09393899  
PATENT NUMBER:✓ FILING DATE: 09/10/1999 M-8532  
ISSUE DATE:SERIAL NUMBER: 09393150  
PATENT NUMBER:✓ FILING DATE: 09/10/1999  
ISSUE DATE:

✓ M-8533 done

SERIAL NUMBER: 09652975  
PATENT NUMBER:✓ FILING DATE: 08/31/2000  
ISSUE DATE:

M-9802

SERIAL NUMBER: 09548128  
PATENT NUMBER:✓ FILING DATE: 04/12/2000  
ISSUE DATE:

M-8746

SERIAL NUMBER: 09560781  
PATENT NUMBER:FILING DATE: 04/28/2000  
ISSUE DATE:

M-8778

SERIAL NUMBER: 09457104  
PATENT NUMBER:FILING DATE: 12/07/1999  
ISSUE DATE:

M-8535

SERIAL NUMBER: 09489084  
PATENT NUMBER:FILING DATE: 01/21/2000  
ISSUE DATE:

M-8532-1P

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PATENT NUMBER:✓ FILING DATE: 04/24/2000  
ISSUE DATE:

M-8745

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ISSUE DATE:

M-9998-1P

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PATENT NUMBER:FILING DATE: 03/31/2000  
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M-8383

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ISSUE DATE:

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M-8375

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ISSUE DATE:

M-8778

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ISSUE DATE:

M-8379

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PATENT NUMBER:FILING DATE: 05/30/2000  
ISSUE DATE:

M-8381

011493/0413 PAGE 2

SERIAL NUMBER: 09542513  
PATENT NUMBER:

FILING DATE: 04/03/2000  
ISSUE DATE:

M-8582

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PATENT NUMBER:

FILING DATE: 05/30/2000  
ISSUE DATE:

M-8377

SERIAL NUMBER: 09583452  
PATENT NUMBER:

FILING DATE: 05/30/2000  
ISSUE DATE:

M-8576

SERIAL NUMBER: 60264351  
PATENT NUMBER:

FILING DATE: 01/25/2001  
ISSUE DATE:

SERIAL NUMBER: 09680106  
PATENT NUMBER:

FILING DATE: 10/04/2000  
ISSUE DATE:

M-8725

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PATENT NUMBER:

✓ FILING DATE: 10/04/2000  
ISSUE DATE:

M-8726

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FILING DATE: 09/29/2000  
ISSUE DATE:

M-8727

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PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

M-8729

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PATENT NUMBER:

FILING DATE: 03/21/2001  
ISSUE DATE:

M-8769

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PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

M-8730

SERIAL NUMBER: 09764026  
PATENT NUMBER:

FILING DATE: 01/16/2001  
ISSUE DATE:

M-8535-2P

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PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

SERIAL NUMBER: 09730647  
PATENT NUMBER:

✓ FILING DATE: 12/05/2000  
ISSUE DATE:

M-8746-1P

SERIAL NUMBER: 09666616  
PATENT NUMBER:

FILING DATE: 09/20/2000  
ISSUE DATE:

M-4804

SERIAL NUMBER: 09900722  
PATENT NUMBER:

FILING DATE: 07/06/2001  
ISSUE DATE:

M-12139

SERIAL NUMBER: 09666627  
PATENT NUMBER: 09/16/2000

FILING DATE: 09/20/2000  
ISSUE DATE: 0970271986

M-9803

SERIAL NUMBER: 09764042  
PATENT NUMBER:

FILING DATE: 01/16/2001  
ISSUE DATE:

M-9448

SERIAL NUMBER: 09802706  
PATENT NUMBER:

✓ FILING DATE: 03/09/2001  
ISSUE DATE:

M-8726-1P

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12492/0423 PAGE 4

SERIAL NUMBER: 09940083  
PATENT NUMBER:

SERIAL NUMBER: 09846042  
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SERIAL NUMBER: 09920004  
PATENT NUMBER:

SERIAL NUMBER: 09872060  
PATENT NUMBER:

SERIAL NUMBER: 09940174  
PATENT NUMBER:

SERIAL NUMBER: 09940025  
PATENT NUMBER:

SERIAL NUMBER: 09940035  
PATENT NUMBER:

SERIAL NUMBER: 09940026  
PATENT NUMBER:

SERIAL NUMBER: 09939896  
PATENT NUMBER:

SERIAL NUMBER: 09939960  
PATENT NUMBER:

FILING DATE: 08/27/2001 M-9743  
ISSUE DATE:

FILING DATE: 05/01/2001 M-9848  
ISSUE DATE:

FILING DATE: 07/31/2001 M-11533  
ISSUE DATE:

FILING DATE: 06/01/2001 M-11585  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12038  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12039  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12040  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12041  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12042  
ISSUE DATE:

FILING DATE: 08/27/2001 M-12043  
ISSUE DATE:

MARCUS KIRK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034425593

T-825 P. 02 F-873

### ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55<sup>th</sup> Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts, and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426503

T-826 P.03 F-973

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicenseable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.04/27 F-873

TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

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AUG. 25. 2003 2:53PM

MACPHERSON KWOK CHEN

NO. 275 P. 21/23

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-825 P.05/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

*Marla Johnson*  
Signature of Assignor

*Marla Johnson, Senior Vice President*  
Printed Name and Title

GATX VENTURES, INC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

AUG. 25. 2003 2:53PM

MACPHERSON KWOK CHEN

NO. 275 P. 22/23

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.06/27 F-879

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK


Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003

  
\_\_\_\_\_  
Signature of Assignor

CARL F. SWANSON, VP  
\_\_\_\_\_  
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

03-20-03 01:16pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.07/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

GATX VENTURES, INC.

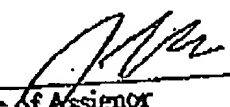
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: 3-5-03

  
\_\_\_\_\_  
Signature of Assignor

John T. GREPE MANAGER  
\_\_\_\_\_  
Printed Name and Title